10/26/09 9:37:16 DK W BK 620 PG 9 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

## **INDEXING INSTRUCTIONS:**

Lot 270, Section F-2, Wellington Square Subdivision, Desoto Co., MS

PREPARED BY:

DAVID K. MCGOWAN, ATTORNEY AT LAW

1845 CRANE RIDGE DR. JACKSON, MS 39216

TELEPHONE: (601) 982-8504

MSB #2619

FATD-1006

**GRANTOR(S)**:

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN

TRUST 2006-FF5, MORTGAGE PASS-THROUGH

CERTIFICATES, SERIES 2006-FF5

961 WEIGEL DRIVE

ELMHURST, IL 60126

TELEPHONE: 800-958-2418

**RETURN TO:** 

FIRST AMERICAN TITLE INSURANCE CO. 4780 I-55 N. STE. 400, JACKSON, MS 39211

TELEPHONE: (601) 366-1222 FILE NO. 2218-2080639

GRANTEE(S):

SIRIUS INVESTMENT, LLC

7464 Dove Field German Town TN 901-258-3019

## SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF5, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF5 (herein referred to as Grantor), does hereby sell, convey and specially warrant SIRIUS INVESTMENT, LLC (herein referred to as Grantee), the following described property located and situated in DESOTO County, Mississippi, to-wit:

Lot 270, Section F-2, Wellington Square Subdivision, situated in Section 27, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per Plat thereof recorded in Plat Book 67, Page 46, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

More commonly known as: 2902 Conner Reed Dr. Horn Lake, MS 38637

This conveyance is made subject to all prior mineral reservations of record pertaining to subject property. TO HAVE AND TO HOLD the property, together with the rights and appurtenances thereto belonging, unto Grantee and Grantee's heirs and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND the property unto Grantee and Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis. Said tax proration shall be considered final settlement with no further adjustment between

Buyer and Seller after closing. IN WITNESS WHEREOF, the Grantor, by and through the undersigned officer, has executed this DEUTSCHE BANK NATIONAL TRUST COMPANY. AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF5, MORTGAGE PASS-THROUGH CERTIFICATION, SERIES 2006-FF5 Bryan & Kusick, W Its STATE OF Pennsylvania Allegheny **COUNTY OF** PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for said county and state, the within named \_\_\_\_\_\_ Bryan @ Kusich, WP \_\_\_\_\_, who acknowledged to me that he/she is the of DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF5, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-FF5 and that for and on behalf of said company and as its act and deed, he/she signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, being first duly authorized so to do. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the \_\_\_\_\_ day of October 2009.

My Commission Expires: 11-25-2012

## LIMITED POWER OF ATTORNEY

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO HOME LOAN SERVICES, INC. 150 Allegheny Center Pittsburgh, PA 15212 Attn: Mary Fran Felion

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association, organized and existing under the laws of the United States, and having its principal place of business at 1761 East St. Andrew Place, Santa Ana, California 92705, as Trustee (the "Trustee") pursuant to that Pooling and Servicing Agreement dated as of April 1, 2006 (the "PSA"), among HSI Securities Corp. (the "Depositor"), Home Loan Services, inc. ("HLS") fit/a National City Home Loan Services, Inc. ("Servicer") and the "Trustee", hereby constitutes and appoints HLS, by and through HLS' officers, the Trustee's true and lawful Attorney-In-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all Mortgage Loans serviced by HLS pursuant to the Pooling and Servicing Agreement solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and "Deeds of Trust" respectively) and promissory notes secured thereby the ("Mortgage Note") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) all subject to the terms of the related PSA for Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006 FF5 Mortgage Pass-Through Certificates, Series 2006-FF5 ("FFMLT 2006-FF5") for which HLS is the Servicer.

This appointment shall apply to the following enumerated transactions only and nothing herein or in the Agreement shall be construed to the contrary:

- 1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or rerecording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the
  original intent of the parties thereto or to correct title errors discovered after such title insurance was
  issued, provided that (i) said modification or re-recording, in either instance, does not adversely affect the
  lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the
  Pooling and Servicing Agreement.
- 2. The subordination of the lien of a Mortgage or Deed of Trust to an essement in favor of a public utility company or a governmental agency or authority thereunder with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/release, partial reconveyances or the execution of requests to trustees to accomplish same.
- The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned (REO), or conveyance of title to real estate owned.
- 4. The completion of loan assumption agreements.
- 5. The full satisfaction/release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.



- The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- 7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- 8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
- the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
- b) the preparation and issuance of statements of breach or non-performance;
- c) the preparation and filing of notices of default and/or notices of sale;
- d) the cancellation/rescission of notices of default and/or notices of sale;
- e) the taking of a deed in lieu of foreclosure; and
- f) the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in peragraphs 8(a) through 8(e) above.
- With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
- a. #sting agreements;

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- b. purchase and sale agreements;
- c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
- d. escrow instructions; and
- e. any and all documents necessary to effect the transfer of property.
- The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The Undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney, each subject to the terms and conditions set forth in the related PSA and in accordance with the standard of care applicable to servicers in the PSA as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of August 21, 2008.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by HLS to the Trustee under the Pooling and Servicing Agreement, or (ii) be construed to grant HLS the power to initiate or defend any suit, litigation or proceeding in the name of the Deutsche Bank National Trust Company except as specifically provided for herein or under the Pooling and Servicing Agreement. If HLS receives any notice of suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, HLS shall promptly forward a copy of the same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement

Home Loan Services, Inc. hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by HLS of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Pooling and Servicing Agreement or the earlier resignation or removal of the Trustee under the Pooling and Servicing Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, pursuant to the Pooling and Servicing Agreement, has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 21<sup>st</sup> day of August, 2008.

Deutsche Bank National Trust Company as Trustee for FFMLT Trust 2006-FF5, Mortgage Pass-Through Certificates, Series 2006-FF5

Witness S

Witness

By: Name: Title:

Alice Tatusian Authorized Signer

## STATE OF CALIFORNIA **COUNTY OF ORANGE**

On August 21, 2008, before me, Tiffany Yuan, a Notary Public in and for said state, personally appeared Alice Tatusian of Deutsche Bank National Trust Company, as Trustee for FFMLT 2008-FF5 who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

TIFFANY YUAN

Casaga Control

my comm. exp 9.15/0

Considerate # 1693742 You may Petrilo - Colonia 2

WITNESS my hand and official seal.

Signature of Wotary Public

(Notary Seal)

Commonwealth of Pennsylvania

**County of Allegheny** 

Acknowledged and Agreed HOME LOAN SERVICES, INC.

Certified TRUE COPY of the original per Sec. 17 The Notary Public Law.

Name:

By: MI

Title:

Melissa Stoops Closing Specialist

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Melissa Stoops, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov. 25, 2012

Member, Pennsylvania Association of Notaries